

ASSIGNMENT

WHEREAS we, **JEFFREY ALAN DODGE**, of the City of Indianapolis, County of Marion, State of Indiana, **VENKATESH KRISHNAN**, of the City of Fishers, County of Marion, State of Indiana, **CHARLES WILLIS LUGAR, III**, of the City of McCordsville, County of Hamilton, State of Indiana and **BLAKE LEE NEUBAUER**, of the City of Carmel, County of Hamilton, State of Indiana, have made an invention which is the subject of a **PROVISIONAL PATENT APPLICATION**, titled, **SUBSTITUTED BENZOPYRANS AS SELECTIVE ESTROGEN RECEPTOR-BETA AGONISTS**, filed February 11, 2002, as application Serial No. 60/355,891 (hereinafter the "Application"); and

WHEREAS **ELI LILLY AND COMPANY**, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire our entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation

proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

26 February 2002
Date

Jeffrey Alan Dodge
JEFFREY ALAN DODGE

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

February 26, 2002

Before me, a Notary Public for Marion County, State of Indiana, personally appeared JEFFREY ALLAN DODGE and acknowledged the execution of the foregoing instrument this 26th day of February, 2002.

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

Michelle D. Hall
Notary Public

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

2-26-02
Date

Venkatesh Krishnan:
VENKATESH GARY KRISHNAN

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

February 26, 2002

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **VENKATESH GARY KRISHNAN** and acknowledged the execution of the foregoing instrument this 26th day of February, 2002.

Michelle D. Hall
Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

Feb 26 2002
Date


CHARLES WILLIS LUGAR, III

UNITED STATES OF AMERICA

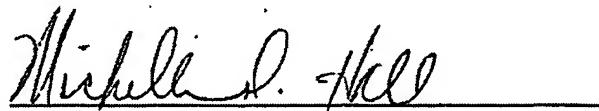
STATE OF INDIANA)

) SS:

COUNTY OF MARION)

February 26, 2002

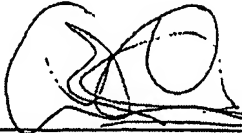
Before me, a Notary Public for Marion County, State of Indiana, personally appeared **CHARLES WILLIS LUGAR, III** and acknowledged the execution of the foregoing instrument this 26th day of February, 2002.


Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

02/26/02
Date



BLAKE LEE NEUBAUER

UNITED STATES OF AMERICA


STATE OF INDIANA)

) SS:

COUNTY OF MARION)

February 26, 2002

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **BLAKE LEE NEUBAUER** and acknowledged the execution of the foregoing instrument this 26th day of February, 2002.



Notary Public

Michelle D. Hall
Notary Public
State of Indiana
County of Marion
Commission Expires: 10/23/08